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May 17, 1994

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RECORDATION NO. 10621-B FILED 1425

Honorable Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

MAY 17 1994 -1 10 PM

INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

I have enclosed two certified copies of each of the two documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

I. The first document is an Assignment and Assumption of Equipment Lease, a secondary document, made as of August 1, 1986. The primary document to which this is connected is recorded under Recordation No. 10621. We request that this document be recorded under Recordation No. 10621-B.

The names and addresses of the parties to the Assignment and Assumption of Equipment Lease are:

Assignor:

Agrex Inc., formerly Koppel Inc.  
965 Harbor Scenic Way  
P.O. Box 2330  
Long Beach, CA 90831

Assignee:

Mitsubishi International Corporation  
520 Madison Avenue  
New York, NY 10022

RECEIVED  
OFFICE OF THE  
SECRETARY  
MAY 17 1 04 PM '94  
LICENSING BRANCH

*Janis S. Holzer*  
*Christina*

Honorable Sidney L. Strickland, Jr.  
May 17, 1994  
Page 2

A description of the equipment covered by the document consists of 150 covered hopper cars numbered KPLX 20000-20149, inclusive.

II. The second document is an Assignment and Assumption of Equipment Lease, a secondary document, made as of December 12, 1986. The primary document to which this is connected is recorded under Recordation No. 10621. We request that this document be recorded under Recordation No. 10621-C.

The names and addresses of the parties to the Assignment and Assumption of Equipment Lease are:

Assignor:

Mitsubishi International Corporation  
520 Madison Avenue  
New York, NY 10022

Assignee:

The Atchison, Topeka and Santa Fe Railway Company  
1700 E. Golf Road  
Schaumburg, IL 60173

A description of the equipment covered by the document consists of 150 covered hopper cars numbered KPLX 20000-20149, inclusive.

A fee of \$36.00 is enclosed. Please return two certified copies to:

Louis E. Gitomer  
Ball, Janik & Novack  
Suite 1035  
1101 Pennsylvania Avenue, N.W.  
Washington, DC 20004

A short summary of the documents to appear in the index follows: (I) an Assignment and Assumption of Equipment Lease between Agrex Inc., formerly

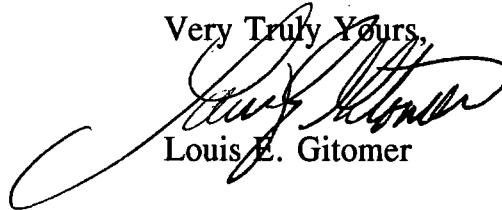
Honorable Sidney L. Strickland, Jr.

May 17, 1994

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Koppel Inc., 965 Harbor Scenic Way, P.O. Box 2330, Long Beach, CA 90831, and Mitsubishi International Corporation, 520 Madison Avenue, New York, NY 10022, covering 150 covered hopper cars numbered KPLX 20000-20149, inclusive; and (II) an Assignment and Assumption of Equipment Lease, between Mitsubishi International Corporation, 520 Madison Avenue, New York, NY 10022, and The Atchison, Topeka and Santa Fe Railway Company, 1700 E. Golf Road, Schaumburg, IL 60173, covering 150 covered hopper cars numbered KPLX 20000-20149, inclusive.

Very Truly Yours,

A handwritten signature in dark ink, appearing to read "Louis E. Gitomer", is written over the typed name. The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Louis E. Gitomer

Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

5/17/94

OFFICE OF THE SECRETARY

Louis E Gitomer  
Ball, Janik & Novack  
1101 Pennsylvania Avenue N.W.  
Suite 1035  
Washington, D.C. 20004

Dear sir:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on 5/17/94 at 1:10pm , and assigned  
recording number(s). 10621-B & 10621-C

Sincerely yours,

Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

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RECORDATION NO. 10621-B FILED 1425

MAY 17 1994 - 1 10 PM

ASSIGNMENT AND ASSUMPTION OF EQUIPMENT LEASE INTERSTATE COMMERCE COMMISSION

This Assignment and Assumption of Equipment Lease ("Assignment") is made as of the 1st day of August, 1986, by and between AGREX INC., a California corporation ("Agrex" or "Assignor"), and MITSUBISHI INTERNATIONAL CORPORATION, a New York corporation ("Assignee").

WHEREAS, First Security Bank of Utah, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 31, 1978, between it and IteI Corporation, Equipment Finance Division, ("Lessor") leased one hundred fifty (150) railroad cars to Agrex (formerly Koppel Inc.) pursuant to the terms of that certain Equipment Lease dated as of May 15, 1979, between Lessor and Agrex (the "Lessee");

WHEREAS, Assignor and Assignee now desire to transfer and assign to Assignee all of Assignor's right, title, and interest in and to the Lease and all of Assignor's obligations under the Lease;

WHEREAS, Section 8(b) of the Lease requires the consent of Lessor to an assignment of any interest under the Lease; and

WHEREAS, the Lessor has consented to this Assignment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Assignor and Assignee hereby agree as follows:

1. Assignor, as present lessee under the Lease, does hereby assign and transfer to Assignee all of its right, title, and interest in and to the Lease.

2. In consideration of the above assignment by Assignor, Assignee hereby assumes and agrees to make all payments and to perform all of the terms, covenants and conditions of the Lease which Assignor had agreed to make and perform as lessee thereunder. Assignor further covenants that it will at any time, and from time to time, upon request therefor, execute and deliver to Assignee, its nominees, successors and assigns any new or confirmatory instruments and do and perform any other acts which Assignee, its successors, nominees and assigns may reasonably request in order to fully assign and transfer its right, title and interest in and under the Lease to Assignee.

3. All terms of the Lease shall remain unchanged and in full force and effect; provided, however, the name and address of lessee shall be changed to:

Mitsubishi International Corporation  
520 Madison Avenue  
New York, New York 10022  
Attn: Foods A Division

MAILED 1986

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and provided further that copies of all notices to the lessee under the Lease shall be sent to:

Mitsubishi International Corporation  
555 South Flower Street, 23rd Floor  
Los Angeles, California 90071  
Attention: Legal Department

Lillick McHose & Charles  
725 South Figueroa Street, Suite 1200  
Los Angeles, California 90017-2513  
Attention: Thomas H. Durff, Esq.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

## ASSIGNOR

AGREX INC.,  
A California Corporation

By:



Its:

PRESIDENT

## ASSIGNEE

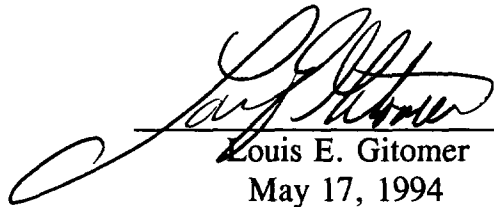
MITSUBISHI INTERNATIONAL  
CORPORATION  
A New York Corporation

By:

Its: Vice President and Gen. Manager

**CERTIFICATION**

I, LOUIS E. GITOMER, have compared this copy to the Assignment and Assumption of Equipment Lease, made as of August 1, 1986, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



\_\_\_\_\_  
Louis E. Gitomer  
May 17, 1994